| ORDER FOR SUPPLIES AND SERVICES | IMPORTANT: See instructions in GSAR 553.370-300-1 for distribution | | PAGE 1 OF 1 PAGE(S) | |

| 1. DATE OF ORDER 06/24/2010 | 2. ORDER NUMBER GST0510BM0086 | 3. CONTRACT NUMBER GS00Q09BGD0048 | 4. ACT NUMBER A22123677 | |

FOR GOVERNMENT USE ONLY	5. ACCOUNTING CLASSIFICATION				6. FINANCE DIVISION		
	FUND 299X	ORG CODE A05VR112	B/A CODE F6	O/C CODE 25	AC	SS	VENDOR NAME
	FUNC CODE C01	C/E CODE 516	PROJ./PROS. NO.	CC-A	MDL	FI	G/L DEBT
	W/ITEM	CC-B	PRT./CRFT		AI	LC	DISCOUNT

7. TO: CONTRACTOR *(Name, address and zip code)*
Gregory Parrington
SAIC.
10260 CAMPUS POINT DRIVE
SAN DIEGO, CA 92121-1522
United States
(858) 826-7495

8. TYPE OF ORDER
B. DELIVERY

REFERENCE YOUR

Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including delivery as indicated.

This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract.

C. MODIFICATION NO.
00
TYPE OF MODIFICATION:

AUTHORITY FOR ISSUING

9A. EMPLOYER'S IDENTIFICATION NUMBER
953630868

9B. CHECK, IF APPROP WITHHOLD
20%

Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged.

10A. CLASSIFICATION
B. Other than Small Business

10B. TYPE OF BUSINESS ORGANIZATION
C. Corporation

11. ISSUING OFFICE *(Address, zip code, and telephone no.)*
GSA FTS Region 5
Mara Shultz
1710 Corporate Crossing, Suite 3
O Fallon, IL 62269-3734
United States
(618) 622-5808

12. REMITTANCE ADDRESS *(MANDATORY)*
SAIC.
PO BOX 223058
PITTSBURGH,PA 15251-2058
United States

13. SHIP TO *(Consignee address, zip code and telephone no.)*
Julie F Hilding
USDA - FSA - ITSD/BAO
6501 Beacon Drive
Kansas City, MO 64133
United States
(816) 926-1639

14. PLACE OF INSPECTION AND ACCEPTANCE
Julie F Hilding
USDA - FSA - ITSD/BAO
6501 Beacon Drive
Kansas City, MO 64133
United States

15. REQUISITION OFFICE *(Name, symbol and telephone no.)*
Wendi M. Borrenpohl
GSA Region 5
1710 Corporate Crossing
O Fallon, IL 62269
United States
(618) 622-5806

| 16. F.O.B. POINT Destination | 17. GOVERNMENT B/L NO. | 18. DELIVERY F.O.B. POINT ON OR BEFORE 06/30/2011 | 19. PAYMENT/DISCOUNT TERMS NET 30 DAYS |

20. SCHEDULE
See award continuation page attached to the BOM/SOW for details of the award and funding.

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
T0001	Base Period	1	lot	$4,675,172.95	$4,675,172.95

21. RECEIVING OFFICE *(Name, symbol and telephone no.)*
US Department of Agriculture, (816) 926-1639

TOTAL From 300-A(s)

| 22. SHIPPING POINT Specified in QUOTE | 23. GROSS SHIP WT. | **GRAND TOTAL** | **$4,675,172.95** |

24. MAIL INVOICE TO: *(Include zip code)*
Finance Operations and Disbursement Branch (BCEB)
299X
PO Box 219434
Kansas City, MO 641219434
United States

25A. FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support

25B. TELEPHONE NO.
816-926-7287

26A. NAME OF CONTRACTING/ORDERING OFFICER *(Type)*
Mara Shultz

26B. TELEPHONE NO.
(618) 622-5808

26C. SIGNATURE
Mara Shultz 06/24/2010

| GENERAL SERVICES ADMINISTRATION | 1. PAYING OFFICE | | **GSA** FORM **300** (REV. 2-93) |

ITSS Task Identification: 5TS12100242
Alliant Contract Number: GS00Q09BGD0048
Task Order Number: GST0510BM0086
Date: 24 June 2010

ITSS Order ID 5TS12100242 – USDA Farm Service Agency, Emergency Conservation Program—Information Technology Services

The Government accepts and incorporates Science Applications International Corporation (SAIC), technical and cost quote, dated 9 June 2010, submitted in response to task identification number 5TS12100255, Request for Quote (RFQ), released 12 May 2010, under the Alliant Contract GS00Q09BGD0048. The RFQ, including clarification document, dated 20 May 2010, the revised Performance Work Statement (PWS) and revised Service Delivery Summary (SDS) dated 20 May 2010, are hereby incorporated into the task order award. The time and material cost quote accepted by the Government includes a base period of performance (1 July 2010 through 30 June 2011,) and four, one year option periods.

The labor categories, hourly rates, estimated hours and funds obligated are identified as follows:

Base Period (01 July 2010 through 30 June 2011)					
Core Requirement					
CLIN	Labor Category	Proposed Hours	Hourly Rate	Projected Cost	Funded Amount
102G-1	Applications Developer - Entry Level	14,400	$55.27	$795,888.00	not specific
102G-2	Applications Developer - Journeyman	35,520	$68.99	$2,450,524.80	not specific
102G-3	Applications Developer - Senior	27,840	$92.29	$2,569,353.60	not specific
105G	Business Systems Analyst	1,920	$68.78	$132,057.60	not specific
114G	Enterprise Architect	7,424	$118.91	$882,787.84	not specific
117C	Financial Analyst	192	$100.83	$19,359.36	not specific
127G	Program Manager	1,920	$118.58	$227,673.60	not specific
128G	Project Manager	3,840	$101.18	$388,531.20	not specific
129G-2	Quality Assurance Specialist - Journeyman	1,920	$50.24	$96,460.80	not specific
132G-3	Subject Matter Expert - Master	1,728	$115.75	$200,016.00	not specific
Subtotals		96,704		$7,762,652.80	$4,640,370.17
CAF				$58,219.90	$34,802.78
Totals				$7,820,872.70	$4,675,172.95

Base Period					
Optional Growth Requirements					
CLIN	Labor Category	Proposed Hours	Hourly Rate	Projected Cost	Funded Amount
102G-1	Applications Developer - Entry Level	10,880	$55.27	$601,337.60	$0.00
102G-2	Applications Developer - Journeyman	3,840	$68.99	$264,921.60	$0.00
105G	Business Systems Analyst	1,920	$68.78	$132,057.60	$0.00
129G-2	Quality Assurance Specialist - Journeyman	1,920	$50.24	$96,460.80	$0.00
Subtotals		18,560		$1,094,777.60	$0.00
CAF				$8,210.83	$0.00
Totals				$1,102,988.43	$0.00
Subtotals		115,264		$8,857,430.40	$4,640,370.17
CAF				$66,430.73	$34,802.78
Grand Total				$8,923,861.13	$4,675,172.95

Option Period #1 (01 July 2011 through 30 June 2012)					
Core Requirement					
CLIN	Labor Category	Proposed Hours	Hourly Rate	Projected Cost	Funded Amount
102G-1	Applications Developer - Entry Level	16,128	$56.76	$915,425.28	$0.00
102G-2	Applications Developer - Journeyman	36,480	$70.85	$2,584,608.00	$0.00
102G-3	Applications Developer - Senior	28,800	$94.79	$2,729,952.00	$0.00
105G	Business Systems Analyst	1,920	$70.63	$135,609.60	$0.00
114G	Enterprise Architect	7,680	$122.12	$937,881.60	$0.00
117C	Financial Analyst	192	$103.56	$19,883.52	$0.00
127G	Program Manager	1,920	$121.79	$233,836.80	$0.00
128G	Project Manager	3,840	$103.92	$399,052.80	$0.00
129G-2	Quality Assurance Specialist - Journeyman	1,920	$51.60	$99,072.00	$0.00
132G-3	Subject Matter Expert - Master	960	$118.87	$114,115.20	$0.00
Subtotals		99,840		$8,169,436.80	$0.00
CAF				$61,270.78	$0.00
Totals				$8,230,707.58	$0.00

Option Period #1					
Optional Growth Requirements					
CLIN	Labor Category	Proposed Hours	Hourly Rate	Projected Cost	Funded Amount
102G-1	Applications Developer - Entry Level	11,520	$56.76	$653,875.20	$0.00
102G-2	Applications Developer - Journeyman	3,840	$70.85	$272,064.00	$0.00
105G	Business Systems Analyst	5,760	$70.63	$406,828.80	$0.00
129G-2	Quality Assurance Specialist - Journeyman	5,760	$51.60	$297,216.00	$0.00
Subtotals		26,880		$1,629,984.00	$0.00
CAF				$12,224.88	$0.00
Totals				$1,642,208.88	$0.00
Subtotals		126,720		$9,799,420.80	$0.00
CAF				$73,495.66	$0.00
Grand Total				$9,872,916.46	$0.00

Option Period #2 (01 July 2012 through 30 June 2013)					
Core Requirement					
CLIN	Labor Category	Proposed Hours	Hourly Rate	Projected Cost	Funded Amount
102G-1	Applications Developer - Entry Level	17,088	$58.29	$996,059.52	$0.00
102G-2	Applications Developer - Journeyman	38,400	$72.76	$2,793,984.00	$0.00
102G-3	Applications Developer - Senior	26,880	$97.34	$2,616,499.20	$0.00
105G	Business Systems Analyst	1,920	$72.54	$139,276.80	$0.00

CLIN	Labor Category	Proposed Hours	Hourly Rate	Projected Cost	Funded Amount
114G	Enterprise Architect	7,680	$125.41	$963,148.80	$0.00
117C	Financial Analyst	192	$106.35	$20,419.20	$0.00
127G	Program Manager	1,920	$125.07	$240,134.40	$0.00
128G	Project Manager	3,840	$106.72	$409,804.80	$0.00
129G-2	Quality Assurance Specialist - Journeyman	1,920	$53.00	$101,760.00	$0.00
132G-3	Subject Matter Expert - Master	0	$0.00	$0.00	$0.00
Subtotals		99,840		$8,281,086.72	$0.00
CAF				$62,108.15	$0.00
Totals				$8,343,194.87	$0.00

Option Period #2					
Optional Growth Requirements					
CLIN	Labor Category	Proposed Hours	Hourly Rate	Projected Cost	Funded Amount
102G-1	Applications Developer - Entry Level	11,520	$58.29	$671,500.80	$0.00
102G-2	Applications Developer - Journeyman	3,840	$72.76	$279,398.40	$0.00
105G	Business Systems Analyst	9,600	$72.54	$696,384.00	$0.00
129G-2	Quality Assurance Specialist - Journeyman	11,520	$53.00	$610,560.00	$0.00
Subtotals		36,480		$2,257,843.20	$0.00
CAF				$16,933.82	$0.00
Totals				$2,274,777.02	$0.00

Subtotals		136,320		$10,538,929.92	$0.00
CAF				$79,041.97	$0.00
Grand Total				$10,617,971.89	$0.00

Option Period #3 (01 July 2013 through 30 June 2014)					
Core Requirement					
CLIN	Labor Category	Proposed Hours	Hourly Rate	Projected Cost	Funded Amount
102G-1	Applications Developer - Entry Level	17,088	$59.87	$1,023,058.56	$0.00
102G-2	Applications Developer - Journeyman	38,400	$74.73	$2,869,632.00	$0.00
102G-3	Applications Developer - Senior	26,880	$99.97	$2,687,193.60	$0.00
105G	Business Systems Analyst	1,920	$74.50	$143,040.00	$0.00
114G	Enterprise Architect	7,680	$128.80	$989,184.00	$0.00
117C	Financial Analyst	192	$109.22	$20,970.24	$0.00
127G	Program Manager	1,920	$128.45	$246,624.00	$0.00
128G	Project Manager	3,840	$109.60	$420,864.00	$0.00
129G-2	Quality Assurance Specialist - Journeyman	1,920	$54.42	$104,486.40	$0.00
132G-3	Subject Matter Expert - Master	0	$0.00	$0.00	$0.00
Subtotals		99,840		$8,505,052.80	$0.00
CAF				$63,787.90	$0.00
Totals				$8,568,840.70	$0.00

Option Period #3				
Optional Growth Requirements				
CLIN	Labor Category	Proposed Hours	Hourly Rate	Projected Cost	Funded Amount
102G-1	Applications Developer - Entry Level	11,520	$59.87	$689,702.40	$0.00
102G-2	Applications Developer - Journeyman	3,840	$74.73	$286,963.20	$0.00
105G	Business Systems Analyst	13,440	$74.50	$1,001,280.00	$0.00
129G-2	Quality Assurance Specialist - Journeyman	17,280	$54.42	$940,377.60	$0.00
Subtotals		46,080		$2,918,323.20	$0.00
CAF				$21,887.42	$0.00
Totals				$2,940,210.62	$0.00
Subtotals		145,920		$11,423,376.00	$0.00
CAF				$85,675.32	$0.00
Grand Total				$11,509,051.32	$0.00

Option Period #4 (01 July 2014 through 30 June 2015)				
Core Requirement				
CLIN	Labor Category	Proposed Hours	Hourly Rate	Projected Cost	Funded Amount
102G-1	Applications Developer - Entry Level	17,088	$61.48	$1,050,570.24	$0.00
102G-2	Applications Developer - Journeyman	38,400	$76.74	$2,946,816.00	$0.00
102G-3	Applications Developer - Senior	26,880	$102.67	$2,759,769.60	$0.00
105G	Business Systems Analyst	1,920	$76.51	$146,899.20	$0.00
114G	Enterprise Architect	7,680	$132.27	$1,015,833.60	$0.00
117C	Financial Analyst	192	$112.17	$21,536.64	$0.00
127G	Program Manager	1,920	$131.92	$253,286.40	$0.00
128G	Project Manager	3,840	$112.56	$432,230.40	$0.00
129G-2	Quality Assurance Specialist - Journeyman	1,920	$55.89	$107,308.80	$0.00
132G-3	Subject Matter Expert - Master	0	$0.00	$0.00	$0.00
Subtotals		99,840		$8,734,250.88	$0.00
CAF				$65,506.88	$0.00
Totals				$8,799,757.76	$0.00

Option Period #4				
Optional Growth Requirements				
CLIN	Labor Category	Proposed Hours	Hourly Rate	Projected Cost	Funded Amount
102G-1	Applications Developer - Entry Level	11,520	$61.48	$708,249.60	$0.00
102G-2	Applications Developer - Journeyman	3,840	$76.74	$294,681.60	$0.00
105G	Business Systems Analyst	13,440	$76.51	$1,028,294.40	$0.00
129G-2	Quality Assurance Specialist - Journeyman	17,280	$55.89	$965,779.20	$0.00
Subtotals		46,080		$2,997,004.80	$0.00
CAF				$22,477.54	$0.00

Totals				$3,019,482.34	$0.00
Subtotals		145,920		$11,731,255.68	$0.00
CAF				$87,984.42	$0.00
Grand Total				$11,819,240.10	$0.00

Life Cycle					
Core Requirement					
CLIN	Labor Category	Proposed Hours	Hourly Rate	Projected Cost	Funded Amount
102G-1	Applications Developer - Entry Level	81,792		$4,781,001.60	not specific
102G-2	Applications Developer - Journeyman	187,200		$13,645,564.80	not specific
102G-3	Applications Developer - Senior	137,280		$13,362,768.00	not specific
105G	Business Systems Analyst	9,600		$696,883.20	not specific
114G	Enterprise Architect	38,144		$4,788,835.84	not specific
117C	Financial Analyst	960		$102,168.96	not specific
127G	Program Manager	9,600		$1,201,555.20	not specific
128G	Project Manager	19,200		$2,050,483.20	not specific
129G-2	Quality Assurance Specialist - Journeyman	9,600		$509,088.00	not specific
132G-3	Subject Matter Expert - Master	2,688		$314,131.20	not specific
Subtotals		496,064		$41,452,480.00	$4,640,370.17
CAF				$310,893.60	$34,802.78
Totals				$41,763,373.60	$4,675,172.95

Life Cycle					
Optional Growth Requirements					
CLIN	Labor Category	Proposed Hours	Hourly Rate	Projected Cost	Funded Amount
102G-1	Applications Developer - Entry Level	56,960		$3,324,665.60	$0.00
102G-2	Applications Developer - Journeyman	19,200		$1,398,028.80	$0.00
105G	Business Systems Analyst	44,160		$3,264,844.80	$0.00
129G-2	Quality Assurance Specialist - Journeyman	53,760		$2,910,393.60	$0.00
Subtotals		174,080		$10,897,932.80	$0.00
CAF				$81,734.50	$0.00
Totals				$10,979,667.30	$0.00
Subtotals		670,144		$52,350,412.80	$4,640,370.17
CAF				$392,628.10	$34,802.78
Grand Total				$52,743,040.90	$4,675,172.95

No notice, communication, or representation in any form or from any person other than the Contracting Officer, shall affect the amount allotted by the Government in the contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for

any costs in excess of the total amount allotted by the Government in the contract, whether incurred during the course of the contract or as a result of termination.

The following Federal Acquisition Regulation (FAR) clauses are incorporated in the task order award document by reference, with the same force and effect as if provided in full text:

Clauses:
FAR:
52.212-4, Contract Terms and Conditions – Commercial Items (Mar 2009)/Alternate I (Oct 2008)
52.217-5, Evaluation of Options (Jul 1990)
52.217-8, Option to Extend Services (Nov 1999)
52.217-9, Option to Extend the Term of the Contract (Mar 2000)
52.225-19, Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States, (Mar 2008)
52.232-1, Payments (Apr 1984)
52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts (Feb 2007)
52.232-18, Availability of Funds (Apr 1984)
52.232-19, Availability of Funds for the Next Fiscal Year (Apr 1984)
52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003)
52.244-2, Subcontracts, (Jun 2007)

52.227-14, Rights in Data—General (Dec 2007)
   (a) *Definitions.* As used in this clause—
   "Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.
   "Computer software"—
      (1) Means
         (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
         (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.
      (2) Does not include computer databases or computer software documentation.
   "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
   "Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
   "Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size,

configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized

notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

    (i) Identifies the data to which the omitted notice is to be applied;

    (ii) Demonstrates that the omission of the notice was inadvertent;

    (iii) Establishes that the proposed notice is authorized; and

    (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

    (3) If data has been marked with an incorrect notice, the Contracting Officer may—

    (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

    (ii) Correct any incorrect notices.

  (g) Protection of limited rights data and restricted computer software.

    (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

    (i) Identify the data being withheld; and

    (ii) Furnish form, fit, and function data instead.

    (2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

    (3) [Reserved]

  (h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

  (i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

<div align="center">(End of clause)</div>

  Alternate II (Dec 2007):

    (g)(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

<div align="center">LIMITED RIGHTS NOTICE (DEC 2007)</div>

    (a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the

Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: [*Agencies may list additional purposes as set forth in* 27.404-2*(c)(1) or if none, so state.*]

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

52.227-15, Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)
(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]—
[ ] (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or
[ ] (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

_____
_____

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

GSAM: 552.237-73, Restriction on Disclosure of Information (Sep 1999)

INCREMENTAL FUNDING – TIME AND MATERIAL/LABOR HOURS

The project may be incrementally funded. If incremental funded, funds shall be added to the contract/order via a unilateral modification as the funds become available. The contractor shall not perform work resulting in charges to the Government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract/order by the Government. The notice shall state the estimated amount of additional funds required to continue performance of the contract/order for the specified period of performance or completion of that task.

Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The Government is not obligated to reimburse the contractor for charges in excess of the contract/order funded amount and the contractor is not obligated to continue performance or otherwise incur costs that could result in charges to the Government in excess of the obligated amount under the contract/order. (end)